

BEFORE THE CHIROPRACTIC PHYSICIANS'  
BOARD OF NEVADA

JUL 14 2008

RECEIVED  
RENO, NEVADA 89502

In the Matter of

) Complaint No. 07-33

RODNEY SHOEMAKER, DC,

Respondent.

**AGREED SETTLEMENT OF  
DISCIPLINARY ACTION AND ORDER**

COMES NOW the CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA (hereinafter referred to as "the Board") by and through its counsel, GINA C. SESSION, Chief Deputy Attorney General, and RODNEY SHOEMAKER, DC, (Respondent) to enter into this Agreed Settlement providing for the settlement of disciplinary action.

**JURISDICTION**

Respondent is a licensed chiropractor (License No. B-824), and he acknowledges that the Board has jurisdiction over him and the conduct addressed in the complaint.

**FACTS AND VIOLATIONS**

The parties hereby stipulate as follows:

1. Respondent is a chiropractor practicing in Incline Village, Nevada.
2. A number of Respondent's patient records were found in a recycle dumpster on or about November 8, 2007.

3. The records include patient names, social security numbers and treatment notes.

4. The dates on the records are from approximately 1989 through 2003.

The facts result in the following violations:

5. By failing to protect the confidentiality of patient records, Respondent is in violation of NRS 634.018(5) including the act found at NAC 634.435(1)(b).

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1           6. By failing to abide by the five year retention schedule as provided in  
2 NRS 629.051, Respondent is in violation of NRS 634.018(5) including the act found at  
3 NAC 634.435(1).

4                   **ACKNOWLEDGMENT AND VOLUNTARY WAIVER OF RIGHTS**

5           7. Respondent is aware of, and fully understands, his right to have a hearing on the  
6 allegations set forth in the Complaint, his rights to reconsideration, appeal, and all other rights  
7 which may be accorded by the Nevada Administrative Procedure Act, the Nevada  
8 Chiropractic Act and accompanying regulations, and the federal and state constitutions.

9           8. Respondent, hereby freely, voluntarily, and intelligently, waives the rights  
10 enumerated above, and instead chooses to enter into this Agreed Settlement with the Board  
11 in accordance with NRS 233B.121(5).

12           9. However, Respondent and the Board understand that if the Board does not accept  
13 this proposed Agreed Settlement as provided herein, the above waiver of rights is void and  
14 will have no effect whatsoever.

15           10. In consideration of execution of this Stipulation, Respondent for himself, his heirs,  
16 executors, administrators, successors, and assigns, hereby release, remise, and forever  
17 discharge the State of Nevada, the Board, and each of their members, agents, and  
18 employees in their individual and representative capacities, from any and all manner of  
19 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
20 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may  
21 have, or claim to have against any or all of the persons or entities named in this section,  
22 arising out of or by reason of the Board's investigation, this disciplinary action, and all other  
23 matters relating thereto.

24           11. Respondent hereby indemnifies and holds harmless the State of Nevada, the  
25 Board, and each of their members, agents, and employees in their individual and  
26 representative capacities against any and all claims, suits, and actions brought against said  
27 persons and/or entities by reason of the Board's investigation, this disciplinary action and all  
28 other matters relating thereto, and against any and all expenses, damages, and costs,

1 including court costs and attorney fees, which may be sustained by the persons and/or  
2 entities named in this section as a result of said claims, suits, and actions.

3 12. The Board accepts Respondent's acknowledgment and good faith compliance with  
4 all terms of this Settlement Agreement as a satisfactory resolution of this disciplinary action.

5 **CONDITIONS OF AGREEMENT**

6 The parties desire to compromise and settle the instant controversy upon the following  
7 terms and conditions:

8 13. Respondent will pay a fine in the amount of One Thousand Five Hundred Dollars  
9 (\$1,500) within six (6) months of the effective date of this agreement.

10 14. Respondent will pay board costs in the amount of Five Hundred Dollars (\$500)  
11 within six (6) months of the effective date of this decision.

12 15. Respondent will take and pass the Law Test within six (6) months of the effective  
13 date of this decision.

14 16. Any violation of this Agreed Settlement or NRS and NAC chapter 634, constitutes  
15 grounds for the Board to take appropriate disciplinary action against Respondent.

16 **ACCEPTANCE OF AGREEMENT BY BOARD**

17 17. Respondent understands this Agreed Settlement shall be presented to the Board  
18 with recommendation of approval by Board counsel at a meeting of the Board. It will not be  
19 submitted for Board consideration until after it has been agreed to and executed by  
20 Respondent.

21 18. Respondent understands that the Board is free to accept or reject this agreement.  
22 It shall not become effective until it has been approved by a majority of the Board and  
23 endorsed by a representative member of the Board. If rejected by the Board, this Agreement  
24 shall have no effect whatsoever and the Board will proceed as it deems appropriate.

25 19. In agreeing to submit this Agreement to the Board, Respondent hereby agrees to  
26 waive any claim that members of the Board should be disqualified from sitting on a  
27 disciplinary hearing panel because of their review and approval or rejection of this Agreed  
28 Settlement.

20. No inferences against Respondent will be made from his willingness to enter into this Agreement at any disciplinary hearing or other lawful resolution of this matter if the Board does not accept this Agreed Settlement.

**EFFECT OF COMPLETE AGREEMENT**

21. The Agreed Settlement of Disciplinary Action and Order consists of five pages and embodies the entire agreement reached between the Board and Respondent. It may not be altered, amended or modified without the express consent of the parties.

22. The Board shall retain jurisdiction in this case until all conditions have been met to the satisfaction of the Board.

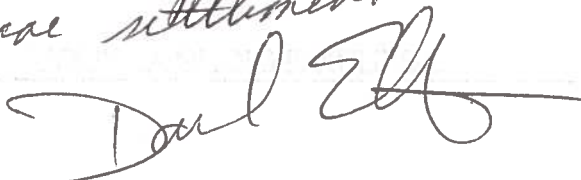
Dated this 13 day of June, 2008.

  
RODNEY SHOEMAKER, DC

Dated this \_\_\_\_ day of June 2008.

  
GINA C. SESSION  
Chief Deputy Attorney General

6/14/08 Bd. rejected the Settlement Agreement.

7/11/08 Board meeting reconsidered to approve settlement  
D.C. Simon  


Attorney General's Office  
100 N. Carson Street  
Carson City, Nevada 89701-4717

ORDER

By a majority vote on ~~June 14~~ <sup>July 11, 2008</sup>, Chiropractic Physicians' Board of Nevada approved and adopted the terms and conditions set forth in the attached Agreed Settlement of Disciplinary Action with Respondent.

IT IS SO ORDERED.

CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

Margaret R. Colucci, DC  
Margaret Colucci, DC